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240 to 248 Massachusetts Av
INDIANAPOLIS, IND.

LEGAL ADVERTISEMENTS

**NOTICE OF MASTER'S SALE OF
PROPERTY OF THE FORT W
TERRE HAUTE & SOUTHWES
RAILROAD COMPANY.**

By virtue of a decree of the Circuit Court of the United States for the District of Missouri, entered on the first day of February, A. D. 1900, in Case No. 9383 pending in said court, in Porter Skinner vs. complainant, the undersigned, Fort Wayne, Terre Haute & South Western Railroad Company and others are hereby notified, being Case No. 9393 of said court, wherein, designated, Noble C. Butler, Special Master of said court, has appointed the 16th day of MARCH THE FOURTEENTH (14TH) DAY OF MARCH, A. D. 1900, at 10 O'CLOCK A. M. of said date for sale to the highest and best bid in public auction, at a point on the railroad between Fort Wayne, Terre Haute & South Western Railroad Company and others, the tract or parcels north of the railroad tracks of the Cincinnati, Chicago & St. Louis Railway Company, at Carbon, in the county of Clay and

First-In one parcel: All that part of the road of the Fort Wayne, Terre Haute & Western Railroad Company extending from the junction of said road with the Chicago & Eastern Railroad, near Bridgeton, in said county, Indiana, including that part road about one thousand feet in length south of the tracks of the Cleveland, Cincinnati & Indianapolis Railroad, in said county, Indiana, together with all rights, franchises and privileges of construction, completing and operating the said part road, and also all lands, tenements and improvements thereon, and all ways, easements, rights of way, embankments, culverts, rails, tracks, switches, turnouts, water

and fence appertaining and belonging part of said road, including the loose rail the right of way claimed by said railroad company, and the right of way claimed on behalf of the Cleveland, Cincinnati, Chicago & St. Louis Railway Company; and also all rights under leases and under contracts, agreements of and concerning said rights, and all rights and interests and all rights and privileges held or claimed by said railroad company in connection with said road.

Second.—In one or more parcels: All rails, frogs, switches, targets, cattle, fish and traps taken by said railroad company under order of the court and piled on the right of way of said road at and near Bridgeton, in Parke county, Indiana, the property being more particularly described as follows:

rails, each 28 feet in length; 39 rails, each 28 feet in length; 3 rails, each 24 feet in length; 3 rails, each 22 feet in length; 1 rail, 20 feet in length; 3 rails, each 16 feet in length, total of 1,345 rails, weighing about 5 tons; 100 rods and 40 cattle-guards, weighing gross tons; 3,824 shapettes, weighing gross tons; 40 cattle-guards, weighing gross tons; 8 switchstands and about 100 tons of old spikes, broken bolts and several hundred broken nuts, bolts and washers and claims of said Fort Wayne, Terre Haute and Indianapolis and Chicago and Northwestern Railroad Company to the way, bridges, culverts, trestles, ties, fences and other property of said road remaining at the point of junction of said road with the part of said road extending eastwardly to the point of junction of said road with the Chicago and Southeastern Railroad near Bridge No. 10.

Parke county, Indiana, through Mansfield, Parke county, Indiana, about four and one-half miles north of Mansfield, the right of way beyond Mansfield. Said property will be sold in parcels, as stated, without valuation, appraisement or redemption.

It will be received for said first parcel a sum less than thirty thousand dollars; bid for said steel rails will be received than twenty-six dollars per gross ton. It will be received from any bidder who will say and swear that he will not do or before making his bid deposit with Special Master in cash or certified check, pledge that such bidder will make good if accepted by the court the sum or sums of: Upon the first parcel, one thousand three hundred dollars; and on any property in said second and third parcels

Not less than ten per cent. of the amount provided, however, that any bidder shall deposit of one thousand dollars in cash with the receiver of the railroad company the par value of the certificates for the said railroad company described in said bond to be allowed to bid on any and all the property above described.

Notwithstanding the right to reject any and all bids for the said property or any of it to resell the same in its discretion, and shall give the purchaser any right, title and interest in any part of said property until it is confirmed by the court.

Notwithstanding of each of said bonds, the bidder of each of said bonds shall deposit several parcels of property the same as aforesaid, shall, so far as the said

count of such purchases aforesaid, and a thereof which may be in certificates held subject to such distribution as the court may make. And upon and from time to time after the completion of such distribution, the said purchasers of each or any of the said parcels shall pay into court in cash such portion of the balance of such purchase money as the court may require and direct, and they may, in this respect, be ordered to pay, in installments, the balance of the said bonds in payment of any balance remaining unpaid on either and each of such purchases, the pro rata amount to which, under the foregoing orders of the court, they may be entitled. The distribution of the proceeds of either and each of said purchases may be completed by the said purchasers may be completed by the payment of the balance of the purchase of either parcel of the said parcels fully paying the amount remaining due

provided at the purchase of the said lot, as above mentioned, and the said mortgage being therefor as follows: To wit: That the said mortgage shall be for the sum of ten thousand dollars on the confirmation of the sale, an additional ten thousand dollars six months thereafter, with interest at the rate of six per cent. per annum, the said mortgage to be paid in cash at the expiration of each year from such confirmation, with interest at the rate of six per cent. per annum. That portion of said purchase price not to be paid in cash may either be paid in cash or by mortgage and make up the balance of his bid, in whole or in part, by paying over and surrendering to the said Master said bond certificates secured by mortgage, said certificates being recited in the said purchase price and value of the said lot, and the value of any bid shall be the sum of the cash and the value of the same as by the court, and the person making the same.

shall fail to comply with all the conditions, and all orders of the court in respect to, the sum deposited in the bid bond, the money so paid on purchase, shall be forfeited, and shall be at the court may direct, and the court may resale of the premises as if no such sale had been made. The said proceeds shall remain in the custody and control of the purchaser thereof shall be fully c and deeds or bills of sale shall have been delivered to the purchaser.

And during the first parcel of property shall remain in the hands of the control of the receiver of this court under the orders of the court, lease to and collect and receive all rentals and thereof, and the said first parcel, in accordance with the said first parcel, in accordance

orders of the court from time to time to such purchaser shall be entitled to a credit for the unpaid purchase money and interest thereon, the amount of the net rental and income received may have been paid therefor, less the outlay made in preserving said property in collecting such rentals and such as may be made to the receiver for his expenses in respect to the same.

The said receiver shall hold said property free from the liens or equities of the parties thereto, and shall be entitled to further assurance, for particulars of which reference is made to said decree.

NOBLE C. BULLOCK, Special Master in Chancery of the United States District Court of the Southern District of New York.

Osborn & Lynde,
William P. Kappes,
Solicitors for Complainant.

NOTICE—sealed proposals for the construction of a new Central Indiana Hospital for the Insane, at Ellettsville, Ind., will be received at this office until 10 o'clock a. m. of April 19, 1900. The plans and specifications may be examined and copies thereof may be secured at this office. The deposit required for the examination of the plans and payment to be made monthly in advance of the work will be opened and contract awarded on April 19, 1900, Room 46, Statehouse. As a guarantee for the return of the plans, the successful bidder must submit a certified check for \$250.00, which will be returned to the unsuccessful bidders. By order of Board of Trustees.

PROPOSALS MILITARY SUPPLIES
Quartermaster's Office, Chicago, Ill., April 11, 1900.—Sealed proposals to triplicate and deliver to this office until 10 o'clock a. m. of April 12, 1900, and then opened for the manufacture of uniforms from materials to be furnished by the Government, of 125,000 Khaki uniforms, to be delivered to the Philadelphia Depot.

Quartermaster's Department. Also for line and delivering at either of these depots brooks sewing cotton and 7,000 gross bone Government reserves right to reject any or all proposals or any part thereof on account of inferiority of domestic products or manufacture, conditions of quality including in the price of foreign products manufactures the duty thereon, being blanks for proposals and all particulars furnished on application. Envelopes containing proposals to be indorsed "Proposals Supplies" and addressed to Colonel A. LEE, Chief Quartermaster.